



Cornell University ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Nassau, Town of and Town of Nassau Highway Department Unit, International Brotherhood of Teamsters (IBT), AFL-CIO, Local 294 (2001)**

Employer Name: **Nassau, Town of**

Union: **Town of Nassau Highway Department Unit, International Brotherhood of Teamsters (IBT), AFL-CIO**

Local: **294**

Effective Date: **01/01/01**

Expiration Date: **12/31/04**

PERB ID Number: **7879**

Unit Size: **7**

Number of Pages: **14**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

7879_12312004

Nassau, Town Of And lbt Local 294
(Nassau Highway Dept Unit)

1721
35180
TO
BC

TOWN OF NASSAU

ARTICLE I CONDITIONS AND SCOPE OF AGREEMENT

A. The Town of Nassau, hereafter known as the Employer, consistent with it's policy and Article 14 of the Civil Service Law of the State of New York, in furthering a more harmonious and cooperative relationship between it's Employees, Administrators and members of the Highway Department, Town of Nassau, and with the intent of providing an orderly means of settlement of differences, promptly and fairly, as they arise and

B. To assure equitable treatment of it's employees herein, pursuant to the Laws of the State of New York, and the rules, regulations and policies shall be construed for the accomplishment of this purpose:

C. Hereby agrees to recognize Teamsters Local 294, affiliated with I.B.T., located at 890 Third Street, Albany, New York, as the sole and exclusive bargaining representative of: CASE NO. C-2047 (Nassau Highway Department)

All employees of the Employer heretofore referred to and known as the Town of Nassau and excluding all other, with regards to rates of pay, wages, hours, and working conditions of employment, conditions as are negotiated between the parties. Superintendent shall not perform the work of men in the bargaining unit unless all highway employees are working, including any permanently laid off employees.

D. Provided, however, that nothing herein shall be construed to prevent any employees from meeting with the Employer in connection with matters relating to their employment as long as:

1. The Union is informed of such meeting.
2. The Union is afforded the opportunity to attend.
3. The meetings are not established at the request of an individual employees.
4. Any changes or modifications in the terms or conditions of employment of said employee are made through negotiations with approval of the Union.

E. This AGREEMENT entered into this 28th day of December 2000 between Local Union 294, affiliated with International Brotherhood of Teamsters, AFL-CIO, hereinafter referred to as the "UNION" and the Town of Nassau, Nassau, New York, hereafter referred to as the "EMPLOYER" shall be in effect from the date of execution of this contract and shall be effective from January 1, 2001.

RECEIVED

JAN 29 2001

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

7

ARTICLE II UNION SECURITY

A. Hiring Additional Personnel: When new employees are to be hired, the Local Union, as well as other sources, will be afforded the opportunity to send applicants for the jobs.

B. Check-off of Dues: The Employer agrees to deduct from all regular employees who are Union members covered by this Agreement dues of the Local Union and agrees to remit same to said Local Union all such deductions at the end of each month for which such deductions are made. Written authorization by the Employees is to be furnished in the form approved by the Employer.

C. Maximum Union Security: In the event that the current laws are repealed or modified so as to permit greater Union security than is contained in this agreement, the parties hereto agree to negotiate concerning amendments to this Agreement in accordance with said changes.

D. Stewards: The Employer recognizes the right of the Union to designate one job steward and one alternate steward from the Employer's seniority list. The authority of said stewards so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievance in accordance with the provisions of the collective bargaining agreement.

2. The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such message and information:

A. has been reduced to writing or

B. if not reduced to writing, are of a routine nature and do not involve a refusal to perform work assignments.

3. The steward shall be allowed paid time for all Union business during the working time when he is assigned to a regularly scheduled bargaining unit job.

4. The job steward or alternate steward designated by the Union as such shall be given a total of four (4) working hours per day, if necessary, with twenty-four (24) hours advance notice of when and where possible to process employee's grievances.

5. The Union shall notify the Employer, in writing, of the employees designated by the Union as job steward and alternate steward.

E. Agency Shop Fee: Each employee covered under the provisions of this collective bargaining agreement who is a member of the Union shall be required to make payments of monthly membership dues to the Union in the amount required by the Union, or, if such employee

is not a member of the Union, an amount equivalent to the amount of monthly membership dues payable by a union member shall be paid to the Union by such non-member as and for an agency shop fee for services rendered and to be rendered by the Union as the exclusive collective bargaining representative.

The Employer agrees to and shall deduct from the wages of all employees covered hereunder, the monthly membership dues payments and the monthly agency shop fees above described and shall immediately thereafter transmit the same to the Union.

ARTICLE III GENERAL CONDITIONS OF EMPLOYMENT, INCLUDING SENIORITY, LAYOFF AND RECALL AND MAINTENANCE OF STANDARDS

A. Seniority: Seniority shall prevail in that the Employer recognizes the general principal that senior employees shall have preference of employment and promotional opportunities for non-competitive jobs and to choose their shifts and to work at the job for which the pay is highest, provided such employees are qualified for such work.

Employees shall be placed on the seniority list after sixty (60) days of employment as of the first date of hire. Seniority shall accrue and be determined in accordance with length of employment within the bargaining unit covered by this Agreement.

B. Loss of Seniority: Seniority shall be broken only by:

1. Lawful discharge, or
2. Voluntary quit.

C. Layoff and recall:

1. When it becomes necessary to reduce the working force, the last man on the seniority list shall be laid off first, and when the force is again increased, the employees are to be returned to work in the reverse order in which they were laid off, provided they are qualified. It is requested that two (2) weeks written notice be given on lay-offs by the immediate Superintendent to the employee involved. The Union will be copied-in on layoff notices.

2. In the event of a recall, the laid-off employee shall be given notice of recall by telegram, registered or certified mail, sent to the last given the Employer by the employee. Within three (3) calendar days after tender of delivery at such address of the Employer's notice, the employee must notify the Employer by registered or certified mail of his intent to return to work and must actually report for work within seven (7) calendar days after date of tender of delivery of the recall notice, unless it is mutually agreed that the employee need not return to work within the seven (7) calendar day period. In the event the employee fails

to comply with the above provisions, he shall lose all seniority rights under this agreement and shall be considered as a voluntary quit. Laid off employees will have preference for recall to work for a period equal to the total years of service with the Town.

3. Employees who willfully fail to return to work following a leave of absence will lose all prior seniority.

D. Maintenance of Standards: The Employer agrees that all conditions of employment in his individual operation relating to wages, hour of work, overtime differentials and general working conditions shall be maintained at not less than those standards set forth prior to this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE IV PROHIBITION OF STRIKES

Neither the Union nor any of it's members covered hereunder shall engage in a strike against the Public Employer herein, nor cause, instigate, encourage or condone such a strike. Any violation of such non-strike pledge shall be subject to all of the sanctions and penalties provided in Section 210 of the Civil Service Law.

ARTICLE V RESOLUTION OF DEADLOCKS IN COLLECTIVE BARGAINING

The parties agree to meet for the purpose of collective bargaining during the period of 120 days prior to the budget submission date for the purpose of attempting to mutually agree upon amendments to this agreement.

ARTICLE VI GRIEVANCE PROCEDURE

Grievance procedure shall be in accordance with the policy agreed upon between the Employer and the Union, a copy of which, is attached hereto, and made a part thereof, as Schedule "A".

ARTICLE VII SEPARATION FROM EMPLOYMENT

A. Upon discharge, the Employer shall pay all money due the employee. Upon quitting, the Employer shall pay all money due to the employee on the pay day in the pay period next following such quitting. Accrued benefits as have been established hereunder shall be included in such payments.

B. Upon separation from employment, the Employee shall return to his immediate Supervisor all Department property in his possession or assigned to him in substantially the same condition as when received, reasonable wear and tear excepted.

ARTICLE VIII EQUIPMENT

A. REPORTS: Employees shall immediately, or at the end of their shifts, report all defects of equipment. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition, unless such equipment has been inspected by a competent mechanic and the defect repaired, or declared not to exist by a competent mechanic.

B. VEHICLE AND TRAFFIC LAW VIOLATIONS: Employer agrees to reimburse employee for payment of fines levied against an employee as a result of defective equipment in or on an Employer's vehicle being operated by the employee. Each driver shall be required to inspect his vehicle prior to its being operated in accordance with the procedure set forth in New York State Department of Motor Vehicle Chauffeur's Manual. The employee shall not be liable for any fine imposed for defective equipment.

ARTICLE IX. UNIFORMS

A. Protective clothing will be furnished by the Employer to those employees performing mechanical work and maintenance on trucks and equipment at no cost to the employee.

B. The Town agrees to pay up to \$125.00 annually for boots or work related clothing with legitimate proof of purchase.

ARTICLE X. PAY PERIOD

A. All employees covered hereunder shall be paid in full weekly. When the regular pay day falls on a holiday, the Employer shall pay the employees on the last banking day immediately preceding the holiday.

B. Each employee shall be provided with a statement of gross earnings and a statement of deductions made for any purpose.

C. The Town agrees to provide for Electronic Fund Transfer.

ARTICLE XI. JOB DUTIES AND CLASSIFICATIONS

A. An employee in one job classification may be used in another job classification or division if no work opportunities are lost by men normally performing work in that job classification or division to which he is transferred.

B. Employees operating vehicles owned by the Employer may be required to perform minor maintenance on said vehicles; however, in no event shall said employee be held responsible for the workmanlike quality of said maintenance functions beyond the normal routine maintenance required by operators.

C. It is the intent of the parties that no employee in the bargaining unit shall be compensated at an amount less than his rate of pay immediately prior to this Agreement plus any increases provided for herein.

ARTICLE XII. VACATION

A. Employees shall receive paid vacation as follows:

After 1 year service - 2 weeks
After 5 years service - 3 weeks
After 12 years service - 4 weeks
After 20 years service - 5 weeks
After 22 years service - 5 weeks and 1 day
After 24 years service - 5 weeks and 2 days
After 26 years service - 5 weeks and 3 days
After 28 years service - 5 weeks and 4 days
After 30 years service - 6 weeks

All vacations will be paid 40 (forty) hours per week. Legal Holidays excluded.

Employees shall be authorized to receive vacation pay one (1) week before the start of vacation, provided at least two (2) weeks notice is given.

B. Vacation leave may be carried over to the following year to a maximum of 80 hours. Vacation leave shall be granted when it shall be convenient to the conduct of departmental business at the discretion of the Superintendent.

C. All unused vacation in a given calendar year will be paid in the first week in December of the current year.

D. Employees who are separated from the service and who have accrued vacation leave to their credit at the time of separation shall be paid the salary equivalent to the accrued vacation leave.

E. Anything in this plan contrary notwithstanding, no employee shall be entitled to vacation time until he or she has worked at least six (6) months in the fiscal year from the anniversary date of employment.

ARTICLE XIII. HOLIDAYS

All employees covered hereunder shall be entitled to the following holidays, irrespective of the day of the week in which they fall.

- | | |
|---------------------|---------------------|
| 1. New Year's Day | 6. Thanksgiving Day |
| 2. Memorial Day | 7. Veteran's Day |
| 3. Independence Day | 8. Christmas Day |
| 4. Labor Day | 9. Floater |
| 5. Columbus Day | 10. Floater |

Floater are to be used at anytime as long as it is mutually agreed to between the employee and the Superintendent.

Employees must work a scheduled day before and a scheduled day after a holiday, except when using a floater day, or a doctor's excuse is provided.

Anyone required to work on holidays will be paid 1 and ½ time plus Holiday pay. If the Holiday falls on the employee's day off, he or she shall be entitled to compensating day.

All work performed on Christmas, New Year's and Thanksgiving will be paid at double (2) times plus holiday pay.

ARTICLE XIV. SICK LEAVE

To receive sick pay, an employee must be full-time, permanent. Sick pay is accumulated one day per month with the maximum of twelve (12) days per year. The sick pay plan covers any illness or injury which prevents the employee from performing all the duties of his occupation. After three (3) continuous days of sick pay the employee must submit a doctor's statement. Sick pay benefits are equal to an employee's basic rate of pay reduced by any government statutory benefit payable. In the event of termination of employment, employees will not be paid for unused sick days. Sick days will be accumulated from one (1) calendar year to the next up to a total of six hundred (600) hours but shall not be compensated for if unused. Sick pay can be credited towards health insurance and/or pension credits upon retirement from the retirement system. Employees will continue to accrue credit for a retirement plan and group insurance while collecting sick pay.

When an employee is unable to work due to sickness or injury, the employee or a member of his family shall notify his immediate Supervisor at least one (1) hour prior to starting time.

ARTICLE XV. BEREAVEMENT LEAVE

Bereavement leave for immediate family: mother, father, spouse, child, mother-in-law, father-in-law, brothers, sisters and grandparents, twenty-seven (27) hours, or from the date of death up to and including the day after the funeral which ever is greater. The Employer may request the employee to submit proof of death for the purpose of payment under this provision.

ARTICLE XVI. PERSONAL TIME

Employees will be authorized, subject to the approval of the Highway Superintendent, twenty-seven (27) hours per year. Each day will be granted in the number of hours worked relative to the time of year (i.e., eight (8) hours or ten (10) hours - Article XVIII). Personal days can not be used in conjunction with sick leave, holidays, or vacation under normal circumstances, and shall not accrue. After ten (10) years of service employees will receive thirty-six (36) hours per year and after twenty (20) years of service employees will receive forty-five (45) hours per year.

ARTICLE XVII. RETIREMENT PLAN

All full-time employees shall be eligible for the employee's retirement system under the New York State Retirement System.

ARTICLE XVIII. WORK DAY AND WORK WEEK

The work week shall be Monday through Friday, inclusive, for all employee's covered hereunder except those employees who by the nature of their employment are assigned to shift work.

The work day shall be eight (8) consecutive hours Monday through Friday. Assigned starting times: 7:00 A.M. to 3:30 P.M. Whenever possible, employees shall be given a 15-minute work break in the morning and afternoon with a half-hour ($\frac{1}{2}$) for lunch. Lunch breaks shall be unpaid.

Employees shall receive overtime pay at the rate of one and one-half (1 and $\frac{1}{2}$) times the regular pay for all hours worked in excess of forty (40) hours in a single work week.

All work performed on Sundays to be paid at twice (2) the hourly rate.

Employees will be given a minimum of four (4) hours for all call ins on normal time off.

Summer Hours. From March 1st to October 31st each year there will be four (4) ten (10) hour days. Monday to Thursday or Tuesday to Friday only during summer months at discretion of Highway Superintendent.

ARTICLE XIX. WAGES

Effective as of 1/1/01 the wage rate in all classifications shall be shown on the attached Schedule.

If any one is required to use his/her own vehicle, mileage will be paid at \$.28 per mile or town rate in effect at that time, with the

Superintendent's express permission, beforehand.

ARTICLE XX. WORKER'S COMPENSATION PAYMENT

All Departmental employees shall be covered by Worker's Compensation Insurance as required by New York State Law. Employees covered hereunder who are injured while on duty in the course of their employment and thus entitled to Worker's Compensation payments shall be compensated in the following manner. Any payment received as Worker's Compensation Benefits for absence for which the employee also receives full sick leave pay will be returned to the Town of Nassau as long as the employee receives full salary. The employee shall be entitled to retain any Worker's compensation benefits for any period for which sick leave pay is not paid or payable.

ARTICLE XXI. DURATION CLAUSE

This Agreement shall be in force and effect from the date of execution of this contract by the parties and shall continue in effect for one (1) year unless either party gives notice of its intention to terminate or modify the same sixty (60) days prior to the expiration date thereof or any subsequent anniversary date. This Collective Bargaining Agreement shall remain in full force and effect during any period of negotiations subsequent to the expiration as provided for herein above.

ARTICLE XXII.

It is agreed by and between the parties that any provisions of this Agreement requiring action by the Town Board, Town of Nassau, to permit its implementation by amendment of law or by providing the additional funds heretofore shall not become effective until the Town Board, Town of Nassau, has given approval.

ARTICLE XXIII. GRIEVANCE PROCEDURE

BASIC PRINCIPLES:

1. It is the intent of this procedure to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. An employee shall have the right to present grievances in accordance with this procedure free from coercion, interference, restraint, discrimination or reprisal.

3. An employee shall have the right to be represented at any stage of this procedure by a Union representative or legal counsel as hereinafter provided.

4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.

5. It shall be the responsibility of the Employer and the Union to take such steps as may be necessary to give force to this procedure. Each official so designated shall have the responsibility to consider promptly each grievance presented to him and make a determination within the authority delegated to him within the time specified in these procedures.

6. The function of these procedures is to assure equitable and proper treatment under the existing agreement, rules, regulations and policies which relate to or affect the employee in the performance of his assignment.

They are not designed to be used for changing rules or establishing new ones.

PROCEDURES:

An employee of the Department of Highways, Town of Nassau who has a grievance shall follow the procedure as outlined below.

STEP 1. Informal State: Employees having a grievance and said employee's alternate steward or job steward shall orally present such grievance to their immediate superior. The immediate superior shall verbally render his determination to the aggrieved employee and steward within a period of two (2) days.

STEP 2. Formal Stage: (A) Within ten (10) days after an informal decision or the lack thereof has been rendered pursuant to Step 1, an aggrieved employee and the Union's steward may appeal such decision to the Superintendent. Such appeal must be in writing.

STEP 3. If the aggrieved employee objects to decision rendered by the Superintendent, he may within five (5) days appeal to the Town Board for review of the entire proceedings to date. Such request shall be in writing and shall clearly state the reasons why the previously rendered decisions are unsatisfactory to the employee.

Within five (5) working days, the Town Board shall hold a hearing with the aggrieved employee and the Union steward and immediate superior present. Within five (5) days, the Town Board shall render a decision in writing to the aggrieved employee and the Union steward and the immediate superior.

STEP 4. If the Union objects to the decision rendered by the Town

Board, they may, within five (5) days from the receipt of such decision, submit the Grievance or grievances at issue to the Public Employee Relations Board pursuant to said Agencies Rules and Regulations for voluntary submission of controversies to final and binding arbitration. The resulting decision of the Arbitrator selected shall be final and binding on the Employer and the Union.

ARTICLE XXIV. JURY DUTY

The Town will compensate employees for jury duty by providing the difference in pay. Employees will provide time sheets from the court and must return to work if released before noon time (12 P.M.)

ARTICLE XXV. MISCELLANEOUS - HEALTH & WELFARE

A. The Employer shall maintain a Health & Welfare Plan, e.g., as per attached stipulation, for all employees covered under this Agreement (and their dependents). The Town will pay 100% of premiums. Employees hired after January 1, 2001 will pay 10% of the cost of premiums.

In addition, the Town will pay Health & Welfare cost for any current or future employee covered by this Agreement, who retires. The Town will pay 50% of premiums for employees and 35% of premiums for dependents of employees, as is current policy. If the policy changes the Town will pay at the rate the new policy calls for, for retirees.

The Retirement System is the New York State Retirement System.

The Town of Nassau may change its employees health benefit program provided the Union agrees and the benefits are equal to or greater than those currently provided.

Two (2) men on trucks when plowing and sanding in winter months. Training program at the discretion of the Highway Superintendent.

Military Leave. Not to exceed two (2) consecutive calendar weeks during a twelve (12) month period. Employees shall be compensated the difference between the military compensation and the normal pay of the employee.

THE PARTIES HAVE SET THEIR HANDS AND SEALS THIS DAY:

DATED: 12/28/00

TOWN OF NASSAU HIGHWAY DEPARTMENT
NASSAU, NEW YORK

TEAMSTERS LOCAL 294,
AFFILIATED WITH INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
AFL-CIO
890 Third Street
Albany, New York 12206

BY: Carol G. Sampson

BY: John Bulgaro
President, John Bulgaro

TITLE: Town Supervisor

BY: John Kearney
BUSINESS AGENT/John Kearney

SCHEDULE "A"

<u>STEP</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Deputy Superintendent	15.00	15.50	16.00	16.50	17.00
Working Foreman	14.00	14.50	15.00	15.50	16.00
Senior Mechanic	13.50	14.00	14.50	15.00	15.50
MEOH (Heavy Equip)	13.00	13.50	14.00	14.50	15.00
MEOL II (Equip Oper)	12.50	13.00	13.50	14.00	14.50
Junior Mechanic	11.50	12.00	12.50	13.00	13.50
MEOL I (Driver)	11.00	11.50	12.00	12.50	13.00
Laborer	9.50	10.00	10.50	11.00	11.50

NORMAL STEP INCREASE IS TWO YEARS IN TITLE, FOR EMPLOYEES RATED AS SATISFACTORY ON ANNUAL PERSONNEL EVALUATIONS.

ANNUAL COST OF LIVING ALLOWANCES EFFECTIVE JANUARY 1ST OF 2002, 2003 AND 2004, WILL BE BASED ON THE C.P.I. FOR THE NORTHEAST UNDER THE BUREAU OF LABOR STATISTICS FORMULA WITH A MINIMUM OF 2 ½ % EACH YEAR.

SUPERINTENDENT WILL PUBLISH A DOCUMENT SPECIFYING EMPLOYEE, JOB TITLE, STEP AND EFFECTIVE DATE OF CLASSIFICATION. COPY WILL BE FURNISHED TO TOWN BOARD AND TO EMPLOYEE.

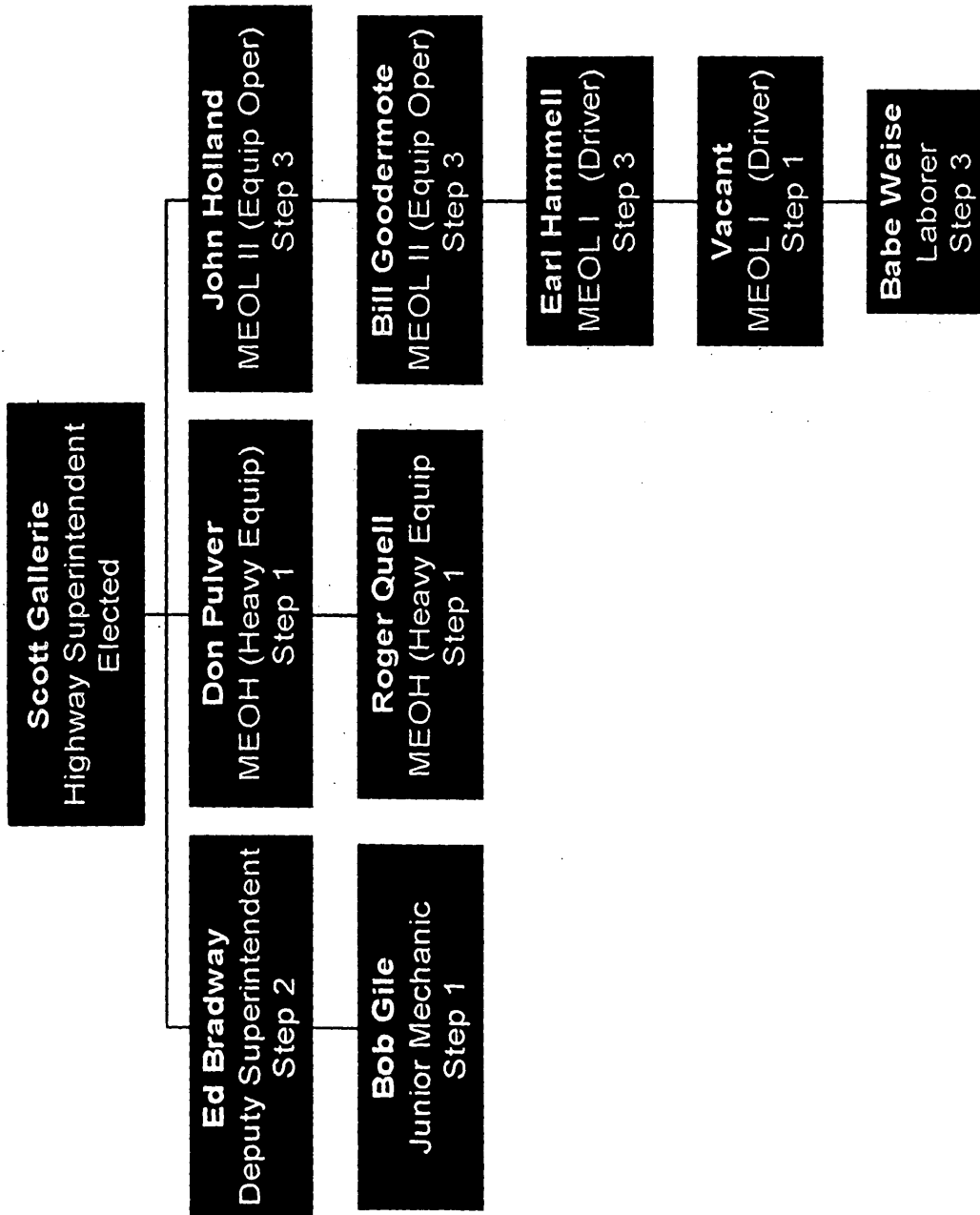
ANNUAL PERSONNEL EVALUATIONS WILL BE CONDUCTED BY THE HIGHWAY SUPERINTENDENT WITH EACH EMPLOYEE.

REQUIREMENTS: (SEE PROPOSED ORGANIZATION CHART):

ONE (1) EACH DEPUTY SUPERINTENDENT
TWO (2) EACH MEOH
TWO (2) EACH MEOL II
TWO (2) EACH MEOL I
ONE (1) EACH JUNIOR MECHANIC
ONE (1) EACH LABORER

EACH EMPLOYEE WILL BE PAID \$100.00 PER EACH FIVE (5) YEARS OF LONGEVITY. (EXAMPLE, FIVE (5) YEARS \$100.00, TEN (10) YEARS \$200.00, FIFTEEN (15) YEARS \$300.00.) TO BE PAID THE FIRST PAY PERIOD IN DECEMBER EACH YEAR.

Nassau Highway Department



PROPOSED ORGANIZATIONAL CHART

1 January 2001